

A. G. Contract No. KR900134TRD
ECS File: JPA-90-10
Project: 95-MO-237/H 2754 01C
Section: SR-95/El Rodeo Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 3 May, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
MOHAVE COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County desire to participate in the
acquisition of necessary right-of-way, design and construction
of intersection and drainage structure improvements to State
Route 95 (SR-95) in the vicinity of El Rodeo Road, at an
estimated cost of \$1,000,000 hereinafter referred to as the
Project, for the benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. 14698
FILED WITH SECRETARY OF STATE
Date Filed 5/3/90
Jim Sheenway
Secretary of State
By V. Greenwood

II. SCOPE OF WORK

1. The County will:

a. Conduct necessary studies, obtain any required additional right-of-way, design the Project to State standards and provide in State format all design, specifications and such other documents necessary for construction. Incorporate State's review comments. (The improvements provided by this Project are based on the existing typical section. The design phase, however, will include the study of a future expanded section. The current Project must be expandable to this future section and meet all design parameters.)

b. Be responsible for the cost of the Project in any amount over and above the State's share of fifty percent or \$500,000, whichever is less.

c. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to County.

d. Reimburse State within thirty days after receipt of an invoice.

e. Provide maintenance to the Project outside the State right-of-way.

2. The State will:

a. Review design documents and provide comments, or technical assistance, as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Upon completion approve and accept the Project on behalf of the County and the State, and provide maintenance to the Project within the State right-of-way.

c. Participate in the cost of the project in the amount of \$500,000 or fifty percent of the actual cost of the Project, whichever is less.

d. Be responsible for any contractor claims for extra compensation attributable to State.

e. Invoice the County for it's share of the cost of the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Mohave County
Director of Public Works
119 E. Andy Devine Avenue
Kingman, AZ 86401

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

MOHAVE COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By *Sara J. Kabbani*
Chairman Mohave County
Board of Supervisors
Title

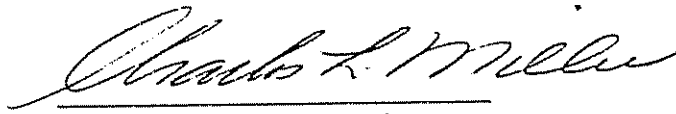
By *Robert P. Mickelson*
ROBERT P. MICKELSON
Deputy State Engineer

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RESOLUTION

BE IT RESOLVED on this 3rd day of January 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Mohave County for the purpose of defining responsibilities for constructing improvements to SR-95 at El Rodeo Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller".

CHARLES L. MILLER, Director
Arizona Department of
Transportation